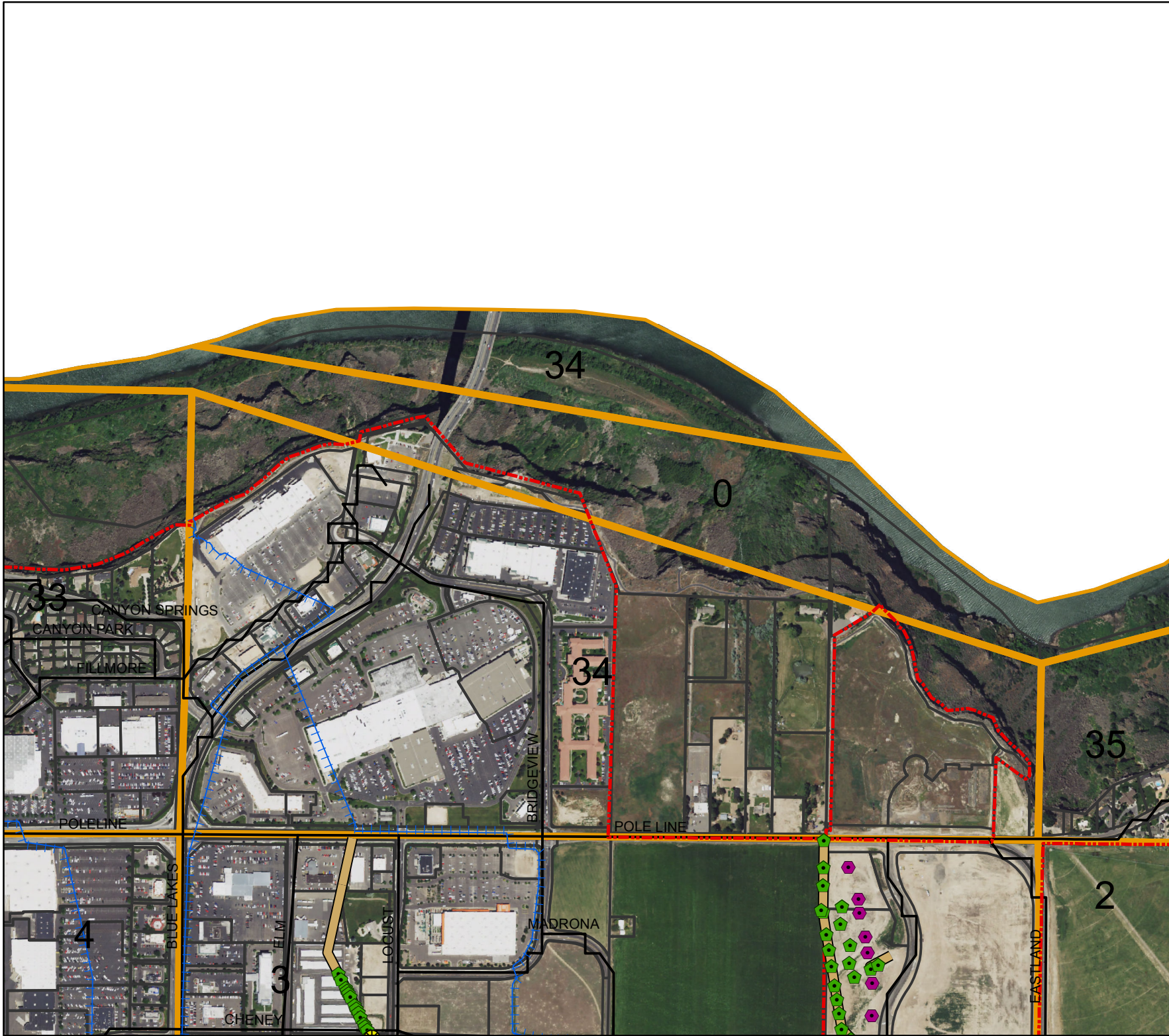


CONTRACT
No.179

J. Fenn

Legal Description:
Lot 5

Section 34
Township 9 South
Range 17 East



Legend

- Man Holes
- Observation Wells
- Tunnel Portals
- Vertical Shafts
- Wells
- Drains
- Tunnels
- City Limits
- Canals
- Roads
- Section Line
- Parcels



This map is for informational and reference purposes only and may not have been prepared for, or be suitable for legal, engineering, or surveying purposes. Users of this information should review or consult the primary data, and information sources to ascertain the usability of information.

179

J. Fenn

Lot 5

34-9-17

L. Wright
179

AGREEMENT.

DRAINAGE BY COOPERATION.

THIS AGREEMENT Made this 24th day of March, 1927
by and between J. Ferris of Twin Falls, Idaho
party of the first part, called the "Owner," and the TWIN FALLS
CANAL COMPANY, an Idaho corporation, of Twin Falls, Idaho, party
of the second party called the "Company." has set hand and the

WHEREAS, the following described land belonging to the owner
to-wit: 5 acres in the Lot. 5, Sec. 34-9-17 being the West
165 ft. of the East 495 ft., is at present being threatened by seepage,
and whereas, the owner is about to install a drainage system, com-
prising ditches, tile, drains, and drainage wells on and near said
land under the direction of the Company's engineer in an effort
to determine the effect of such works in draining said lands.

NOW, THEREFORE, in consideration of the premises it is here-
by agreed:

STAT (1) That the Company may at its option and under the direct-
ion of said engineer locate the lines upon which said drainage
works shall be installed, the number, size, depth, character and
location of trenches, drain tile, wells, etc., and shall have the
right to enter on said lands and do any and all things reasonably
necessary in the furtherance of said work. That any person or
persons whose land depend upon these works for drainage shall
have the right to enter on these lands to join to, construct and
repair or maintain these drains.

(2) That no willows or poplar trees are permitted by the
owner to grow within one hundred (100) feet of these tile lines.

(3) That the owner will protect the tile lines against any
and all damage resulting from filling with roots or filling up
open outlets, or the breaking into the tile by surface waters or
from any other cause.

(4) That the owner shall excavate the trenches, deliver and
lay the tile, join the wells thereto, cover the joints of the
tile with sand, fill and properly puddle the trench all under the
direction of the Company's engineer.

(5) That the Company shall pay to the owner the sum of 27¢
per cu. yd. for such trench excavation in earth, gravel or loose
rock that can be handled with pick and shovel, that shall be
found of the proper depth and width, furnish tile and gravel at
the Company's yards at Twin Falls, and drill such
drainage wells as the Company believes necessary.

(6) That this contract is made for cooperation and division
of expense only. That the Company does not in any wise admit or
acknowledge that the seepage herein-before referred to or any part
thereof, is the result of any neglect or other act or omission
on the part of the Company, or that it is in any wise responsible
for the reclamation of same, or that the Company in any way ad-
mits or acknowledges a liability on account of same, or liability
or responsibility to install the said, or any system of drainage,
or the right of the owner to damage.

(7) That should a flow of water be obtained by reason of
said wells and tile drains, the same shall be subject to the
use of the Company for irrigation, and the owner will grant to
the Company a free easement and right-of-way for ditches or water-

AGREEMENT, DRAINAGE BY COOPERATION, (Continued)

(7) Cont'd) ways necessary to convey such waters to the place or places desired by the Company in order to utilize or dispose of the same.

(8) That the successors and assigns of the parties hereto are bound hereby.

IN WITNESS WHEREOF, the first party has set hand and the second party has caused the same to be executed by the hand of its Secretary.

By J. Fenn

TWIN FALLS CANAL COMPANY.

By W. O. Taylor

STATE OF IDAHO)
COUNTY OF TWIN FALLS) SS

On this 24th day of March, 1922 before me L. H. Perrine, a Notary Public in and for said County and State, personally appeared W. O. Taylor, known to me to be the person whose name is subscribed to the within instrument as the Secretary of the Twin Falls Canal Company, and acknowledged to me that he subscribed the name of the Twin Falls Canal Company thereto as principal, and his own name as Secretary.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal on the day and year in this certificate above written.

My commission expires Dec. 21 1924

L. H. Perrine
Notary Public.

STATE OF IDAHO)
COUNTY OF TWIN FALLS) SS

On this 24th day of March, 1922 before me L. H. Perrine, a Notary Public in and for Twin Falls County, State of Idaho, personally appeared _____

J. Fenn and _____
being the first party to the above and foregoing instrument, known to me to be the persons who subscribed the same as said first party; and duly acknowledged to me that he executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal this 24th day of March, 1922

My Commission expires Dec. 21, 1924

L. H. Perrine
Notary Public.

48841 251 #
Tremberg
msh. l
of
100 James C. H. T.

Notary Public Seal
L. H. Perrine
Notary Public
Twin Falls, Idaho

June 24, 1922.

JCW

FINAL ESTIMATE

FOR

WM. HARKINS, CONTRACTOR,

on the,

Rock work on the J. Fenn Drainage Job,
Pt. SW-SE: Section 34-9-17.

26.12 Cu. Yds of Solid Rock @ 7.00 per yd. \$182.84

Amount due is \$182.84

JCW
GEN. MGR. TWIN FALLS CANAL CO.

JCW-W

August 12, 1922.

low
FINAL ESTIMATE

to

J. FENN,

5 Acres lot in SW-SE, Sec. 34-9-17.

Earth Excavation 57.4 Cu. Yds. @ 27¢. \$15.50

Amount due and payable, \$15.50

low
GEN. MGR. TWIN FALLS CANAL CO.

